CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main, Ste 503 Joplin, MO 64801	
Attention: Rob Beachner		Attention: Shaun McConnaughey, PE	
Department: Public Works		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0820	Fax:		

WORK AUTHORIZATION NUMBER _OLS-OC24-01_
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC24-01 exceed the sum of Forty Eight Thousand 00/100 Dollars ($48,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/ Wastewater Group Leader

Date: May 7, 2024

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: May 7, 2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER # OLS-OC24-01
EXHIBIT A

This exhibit dated May 7, 2024 is hereby attached to and made a part of the On-Call Services Agreement for Professional Services dated March 20, 2024 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project is located at: Joplin, Jasper County, Missouri

Project Description: 20th Street Widening – Waterline Utility Relocation

GENERAL

Olsson shall complete construction drawings for the relocation of rural waterline owned by Jasper Public Water Supply District No. 1 (Owner) shown in conflict as part of the 20th Street Widening Plans dated 3/14/2024.

The proposed relocations will be located at Central City Road, S. Chickasaw Ln to S. Pedal Lane and N. Black Cat. More specifically consisting of a 2" on the east side of Central City Road to be placed in casing below the proposed 20th Street Improvements; An existing 4" along the north side of 20th that will be elevated after fill is placed for the roadway and sidewalk improvements, approximately from Station 118+50 (Chickasaw Lane) to Sta 125+50 (near S. Pedal Lane); and abandonment of a 2" along the east side of S. Black Cat Road.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Olsson shall provide the following for conceptual, preliminary and final design services, as detailed below under Phase 100 - Phase 300:

Topographic Survey

Olsson shall utilize electronic drawing files provided by Allgeier, Martin and Associates, Inc that are being developed as part of the 20th Street Widening Plan. No additional survey services are anticipated.

Waterline Construction Plans

Prepare plan and necessary profiles for waterline replacement. Drawings will be developed using Olsson CAD Standards and Owner's Standard Details. No regulatory agency permitting is anticipated.

Relocation Plans to be developed shall be based upon improvement plans provided by the Client's Consultant. Profiles will be included for the proposed replacement for crossings of creeks/drainages, existing utilities at approximate elevations (i.e. water, sewer, etc.), proposed final grade changes, or other necessary infrastructure and will include associated fittings.

Review engineered Plans and Specifications with Client and based on feedback finalize project Contract Documents, including developing a materials list with quantities.

Specifications
Olsson shall use Owner's standard specification, previous specifications, and shall prepare additional technical specifications for the Project, as required.

Quality Control Reviews
Olsson shall perform quality control reviews, prior to each interim design submittal. Olsson shall follow checking and quality management procedures throughout design development process.

PHASE 100 – PROJECT INITIATION - $12,400.00

Project Administration Services
Olsson shall provide Project management for preliminary design, final design, bidding services, and construction administration, including Project correspondence and consultation with City staff.

Project Initiation Meeting
Conduct a project initiation meeting with stakeholders to refine project scope, review project site as required, identify specific goals, request any data required for design, establish schedule for completion.

Coordination Meetings
Olsson shall conduct up to two (2) progress meetings with the Utility Owner and City of Joplin to review design deliverables.

Quality Control
Olsson shall provide quality control and quality assurance for Project design deliverables.

PHASE 200 – WATERLINE REPLACEMENT PLANS - $15,000.00

Preliminary Plans and Details
Olsson shall submit plans and details at approximately 30 percent and 60 percent design completion for Client review and comment following the Owner's review.

Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC)
Olsson shall prepare and submit to City a rough-order-of-magnitude (ROM) construction cost estimate based on preliminary Project design.

PHASE 300 - FINAL DESIGN - $20,600.00

Construction Documents
Olsson shall address City's review comments received from preliminary construction plan submittal to proceed with 90-percent design submittal, which shall include plans and specifications. Olsson shall submit to City PDF formatted files of construction plans and specifications for review. City will review 90 percent design submittal and provide written comments to Olsson within two (2) weeks from receipt by City.

Final EOPCC
Olsson shall update preliminary EOPCC to reflect changes made during design phase to 100-percent completion status.

Final Revisions and Bid Submittal
Olsson shall revise design documents based upon review comments received from stakeholders. Olsson shall provide PDF formatted files of construction documents and specifications to City for bidding purposes.

EXCLUSIONS

- Boundary Surveys
- Land/ Easement Acquisition
- Geotechnical Services
- Environmental Surveys
- Construction Permitting
- Any services not specifically listed above
- Bidding
- Construction Phase Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: June 2024
Anticipated Completion Date: November 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right

to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $48,000.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided. Retain a copy for your files and return an executed original to Olsson, 1027 S. Main Street, Ste 503, Joplin, MO. 64801. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.